

AG Contract No. KR02-0502TRN
ADOT ECS File: JPA 02-26
Project: HF062 01C / HF063 01C
Section: Beverly Ave. and Harrison St.
N. Banks St. and Airway Ave.
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF KINGMAN

THIS AGREEMENT is entered into 12 July, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF KINGMAN acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$101,250.00 in Highway User Revenue Funds (HURF) to the City for the installation of a traffic signal at Beverly Avenue and Harrison Street and exchange of \$101,250.00 in HURF to the City for the installation of a traffic signal at North Banks Street and Airway Avenue, herein referred to as the "Project." Such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds, and the obligation authority each in the amount of \$123,581.00 for federal funds together in the total amount of \$247,162.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25376
Filed with the Secretary of State
Date Filed: 07/12/02
Betsy Gayles
Secretary of State
By: Daniel H. Greenwald

II. SCOPE OF WORK

1. The City will:

a. Provide installation of the improvements contemplated for Beverly Avenue and Harrison Street and North Banks Street and Airway Avenue. Provide the State suitable documentation of design together with invoices.

b. Be responsible for any additional funds required for design of the Project, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$202,500.00 for reimbursement for the costs of the Project.

d. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the Project, and for any contractor claims for extra compensation due to delays or whatever reason.

e. Invoice the State for thirty percent (30%) of the Project construction cost, at the start of construction.

f. Invoice the State for thirty percent (30%) of the Project cost, at the thirty percent (30%) Project completion state, and for thirty percent (30%) of the Project cost at the sixty percent (60%) Project completion state.

g. Upon completion, approve and accept the Project as complete and provide maintenance.

h. Invoice the State for the remaining ten percent of the Project cost at the one hundred percent Project completion stage.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, (at the start of construction, and upon completion of each thirty percent (30%) and sixty percent (60%) stages), advance to the City, no more than thirty percent (30%) of the approved HURF Exchange amount, for construction of the Project.

b. Withhold from WACOG, federal funds and the obligation authority, in the amount of \$247,162.00 for construction of the Project.

c. Upon completion of the Project and notification from the City, perform a final walk-through. Upon approval of an invoice, remit to the City, the remaining ten percent (10%) of the approved HURF Exchange amount.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the acquisition of right of way, right-of-way plans, Project design, plans and specifications, reports, construction and the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever,

which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, and court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the advertisement for the construction contract, with thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
lgrandy@dot.state.az.us

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN, ARIZONA

By 
LESTER BYRAM
Mayor

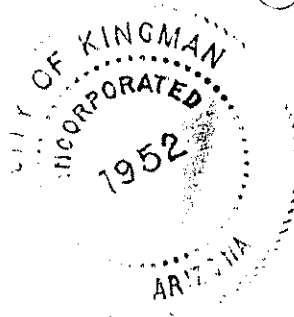
ATTEST

By 
CHARLENE WARE
City Clerk

STATE OF ARIZONA

Department of Transportation

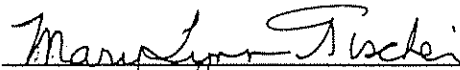
By 
MARY LYNN TISCHER, Director
Transportation Planning Division



RESOLUTION

BE IT RESOLVED on this 25th day of FEBRUARY, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the TOWN OF KINGMAN for the installation of traffic signals at Beverly Ave at Harrison Street, and North Banks Street at Airway Ave.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning Division, for approval and execution.

A handwritten signature in cursive script, appearing to read "Mary Lynn Tischler", is written over a horizontal line.

MARY LYNN TISCHER, Director
Transportation Planning Division
for VICTOR M. MENDEZ, Director

CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 3738

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF
THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE MAYOR
TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE AZ
DEPARTMENT OF TRANSPORTATION RELATING TO FEDERAL-
AID FUNDING FOR TRAFFIC SIGNALS AT HARRISON/BEVERLY
AND AT BANK/AIRWAY.**

WHEREAS, the State of Arizona is empowered by ARS §28-108 to enter into intergovernmental agreements with cities; and

WHEREAS, the City of Kingman is empowered by ARS §48-572 to enter into intergovernmental agreements; and


WHEREAS, the City of Kingman and the State of Arizona desire to enter into an agreement for use of Highway User Revenue Funds (HURF) for the construction of traffic control signals at the intersection of Harrison Street and Beverly Ave, and at Bank Street and Airway Ave within the City of Kingman.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Kingman are hereby authorized to execute the Intergovernmental Agreement between the State of Arizona and the City of Kingman, entitled

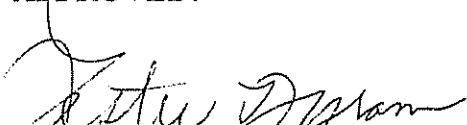
AG Contract No. KR02-0502TRN
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Project: HF062 01C / HF063 01C
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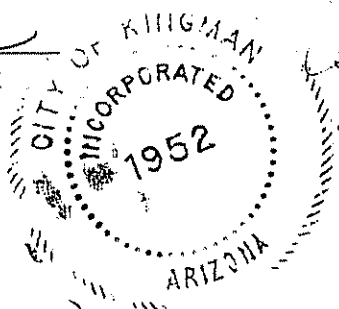
PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on May 20, 2002.

ATTEST:


Charlene Ware, City Clerk

APPROVED:


Lester Byram, Mayor



APPROVAL OF THE CITY OF KINGMAN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 23rd day of May, 2002

Robert A. Taylor
City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX. AZ 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0502-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 3, 2002.

Janet Napolitano
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:744377

Enc.